

THELEN, MARRIN, JOHNSON & BRIDGES

ATTORNEYS AT LAW

SAN FRANCISCO
LOS ANGELES
OAKLAND
ORANGE COUNTY

330 MADISON AVENUE
NEW YORK, NEW YORK 10017-5001
(212) 297-3200
FAX (212) 972-6569

WASHINGTON, D.C.
HONG KONG
SAN JOSE
HOUSTON

MARK S. PETERS

August 3, 1990

RECORDATION 1/2 FILED 1423

AUG 29 1990 -3 40 PM

Office of the Secretary
Recordation Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

0-241A017
INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

Amendment Agreement No. 4, dated as of January 2, 1990, is a secondary document. The primary documents to which the Amendment Agreement No. 4 is connected is recorded under Recordation No. 160955-A and B. The names and addresses of the parties to such document are as follows:

The Connecticut Bank and Trust Company,
National Association,
One Constitution Plaza
Hartford, CT 06115

Burlington Northern Railroad Company
3800 Continental Plaza
777 Main Street
Fort Worth, TX 76102

Meridian Trust Company
P. O. Box 16003
35 North Sixth Street
Reading, PA 19612-6003

*(1) Enclosed
Betty J. Garo*

THELEN, MARRIN, JOHNSON & BRIDGES

Ms. Mildred Lee
August 3, 1990
Page 2

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies not needed by the Commission for recordation.

A short summary of the document, to appear in the index follows:

Amendment Agreement No. 4, dated as of January 2, 1990, among The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as trustee, as Owner Trustee, Burlington Northern Railroad Company, as Lessee, and Meridian Trust Company, as Indenture Trustee.

Very truly yours,

THELEN, MARRIN, JOHNSON & BRIDGES

A handwritten signature in cursive script, reading "Mark S. Peters (up)".

Mark S. Peters

Enc.
0053P

Interstate Commerce Commission
Washington, D.C. 20423

8/29/90

OFFICE OF THE SECRETARY

Mark S. Peters

Thelen Marrin Johnson, & Bridges

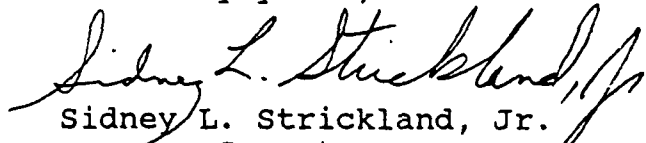
330 Madison Avenue

New York, N.Y. 10017-5001

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/29/90 at 3:40pm and assigned recordation number(s). 16905-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

AMENDMENT AGREEMENT NO. 4

Dated as of January 2, 1990

among

BURLINGTON NORTHERN RAILROAD COMPANY

160.95-2
RECORDATION NO. 160.95-2 FILED 1625

AUG 29 1990 -3 40 PM

INTERSTATE COMMERCE COMMISSION

Lessee

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but solely
as Owner Trustee under the Trust Agreements

Owner Trustee

and

MERIDIAN TRUST COMPANY
not in its individual capacity but
solely as Indenture Trustee

Indenture Trustee

The rights and interests of the Lessor under this
Amendment Agreement are subject to a security interest in favor of
Meridian Trust Company as Indenture Trustee for certain
Institutional Investors. The original of this Amendment Agreement
is held by said Indenture Trustee.

Filed with the Interstate Commerce Commission pursuant to
49 U.S.C. Sec. 11303 on _____, 1990, at __:__ p.m.,
recordation number 16905-I and deposited in the Office of the
Registrar General of Canada pursuant to Section 86 of the Railway
Act of Canada on _____, 1990, at __:__ p.m.

AMENDMENT AGREEMENT NO. 4

AMENDMENT AGREEMENT No. 4 dated as of January 2, 1990 (this "Agreement") among BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (the "Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee under each of Trust Agreement-A between Owner Trustee and Orient Leasing USA Corp. ("Orient") dated as of December 28, 1988, Trust Agreement-B between Owner Trustee and State Street Bank and Trust Company ("State Street") dated as of August 30, 1989 and Trust Agreement-C between Owner Trustee and Manubank Leasing Corporation ("Manubank", and, together with Orient and State Street, the "Owners") dated as of December 28, 1989 (collectively, the "Trust Agreements"), and MERIDIAN TRUST COMPANY, a national banking association, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee") under the CSA.

WHEREAS, each of the parties hereto has entered into that certain Participation Agreement dated as of November 1, 1988 (the "Participation Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Participation Agreement;

WHEREAS, the Lessee and the Owner Trustee, as Lessor, have entered into that certain Lease of Railroad Equipment dated as of November 1, 1988;

WHEREAS, Section 3.1(2) of the Lease provides that Basic Rents and Casualty Values may be adjusted to the extent provided in Section 3.1(2) thereof;

WHEREAS, the parties hereto previously entered into Amendment Agreement No. 1 dated as of December 15, 1988 ("Amendment No. 1"), Amendment Agreement No. 2 dated as of June 27, 1989 ("Amendment No. 2") and Amendment Agreement No. 3 dated as of December 1, 1989 ("Amendment No. 3" and together with Amendment No. 1 and Amendment No. 2, the "Amendments"), pursuant to which Basic Rents and Casualty Values (among other things) were amended by the corresponding schedules set forth in such Amendments;

WHEREAS, the parties hereto desire to amend the Lease to reflect the changes required by Section 3.1(2) of the Lease;

WHEREAS, the Owners have authorized the Owner Trustee to execute this Amendment Agreement; and

WHEREAS, the Indenture Trustee is authorized to execute this Amendment Agreement without the consent of the Investors

since this Amendment Agreement does not adversely affect the interests of the Investors;

NOW, THEREFORE, in consideration of the foregoing and the agreements and the covenants hereinafter contained, the parties hereto hereby agree as follows:

1. Amendment of Lease. The Lease is hereby amended to (a) delete Appendix B to the Lease to the extent that it relates to Series A, Series B and Series C Equipment and substitute therefor Appendix B hereto, and (b) delete Appendix C to the Lease to the extent that it relates to Series A, Series B and Series C Equipment and substitute therefor Appendix C hereto.

2. Enforceability. This Agreement shall be deemed effective as of January 2, 1990 and shall be construed in connection with and as part of the Lease and all terms, conditions and covenants contained therein, except as herein amended, shall be and remain in full force and effect. Any reference in any Document to the Lease shall mean the Lease as hereby amended, and the parties hereto hereby confirm that all such Documents are and continue to remain in full force and effect.

3. ICC Filing. Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission and deposited with the Registrar General of Canada in accordance with the provisions of Article 18 of the CSA and Section 15 of the Lease.

4. Headings. Captions and headings are for convenience only and shall not affect the meaning, construction or effect of this Agreement.

5. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which constitutes a counterpart constituting an original, but all of which together shall constitute one and the same instrument. The parties agree that on or prior to the date hereof one or more of the parties' execution hereof may be evidenced by a transmission to Thelen, Marrin, Johnson & Bridges, special counsel to the Owners, by a telecommunications device capable of creating a written record, of a signature page hereof, executed by such party, with actual copies of executed signature pages to be sent by such party on such date to Thelen, Marrin, Johnson & Bridges, special counsel to the Owners, by overnight mail or courier service, provided that the signature pages transmitted by such telecommunications device shall be effective regardless of whether the actual copies of signature pages are sent.

6. Governing Law. The terms of this Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and Section 86 of the Railway Act of Canada and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement shall be filed, recorded or deposited or in which any unit of Equipment shall be located, and such rights, if any, arising out of the marking of Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above.

Lessee:

BURLINGTON NORTHERN RAILROAD COMPANY

By 
Name: Robert F. McKenney
Title: Vice President & Treasurer

Owner Trustee:

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as
Owner Trustee

By _____
Name:
Title:

Indenture Trustee:

MERIDIAN TRUST COMPANY,
not in its individual capacity but
solely as Indenture Trustee

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above.

Lessee:

BURLINGTON NORTHERN RAILROAD COMPANY

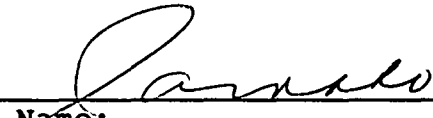
By

Name: Robert F. McKenney
Title: Vice President & Treasurer

Owner Trustee:

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as
Owner Trustee

By


Name:
Title: LESE AMATO
VICE PRESIDENT

Indenture Trustee:

MERIDIAN TRUST COMPANY,
not in its individual capacity but
solely as Indenture Trustee

By

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above.

Lessee:

BURLINGTON NORTHERN RAILROAD COMPANY

By

Name: Robert F. McKenney
Title: Vice President & Treasurer

Owner Trustee:

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as
Owner Trustee

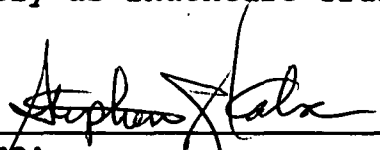
By

Name:
Title:

Indenture Trustee:

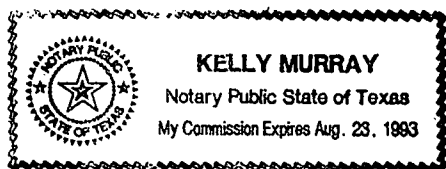
MERIDIAN TRUST COMPANY,
not in its individual capacity but
solely as Indenture Trustee

By


Name: STEPHEN J. KABA
Title: VICE PRESIDENT

STATE OF Texas)
COUNTY OF Tarrant) ss.:

On this 28th day of June, 1990, before me personally appeared Robert F. McKenney, to me personally known, who being by me duly sworn, says that he is a Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Kelly Murray
Notary Public

[Notarial Seal]

My Commission Expires August 23, 1993

STATE OF _____)
COUNTY OF _____) ss.:

On this _____ day of June, 1990, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of MERIDIAN TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires _____.

STATE OF _____)
COUNTY OF _____) SS.:

On this ____ day of June, 1990, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires _____.

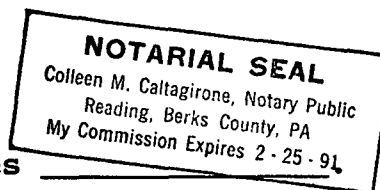
STATE OF PENNSYLVANIA)
COUNTY OF BERKS) SS.:

On this ____ day of June, 1990, before me personally appeared STEPHEN J. KABA, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of MERIDIAN TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Colleen M. Caltagirone
Notary Public

[Notarial Seal]

My Commission Expires _____



STATE OF CONNECTICUT,)
) SS.:
COUNTY OF HARTFORD,)

On this 25th day of June, 1990, before me personally appeared Leslie Amato, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maryanne C. Young
Notary Public

[Notarial Seal]

MARYANNE C. YOUNG
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

My Commission Expires _____.

APPENDIX B TO LEASE
Basic Rents for Series A Units

RENTAL DATE -----	RENT NUMBER -----	RENT AS PERCENTAGE OF PURCHASE PRICE * -----
7/ 2/1989	0	0.00000000
1/ 2/1990	1	0.33333334
7/ 2/1990	2	9.08902016
1/ 2/1991	3	0.33333334
7/ 2/1991	4	9.08902016
1/ 2/1992	5	0.33333334
7/ 2/1992	6	9.08902016
1/ 2/1993	7	3.66235615
7/ 2/1993	8	5.75999735
1/ 2/1994	9	3.56035498
7/ 2/1994	10	5.86199852
1/ 2/1995	11	3.44810270
7/ 2/1995	12	5.97425080
1/ 2/1996	13	3.32456906
7/ 2/1996	14	6.24002719
1/ 2/1997	15	7.98380814
7/ 2/1997	16+17	11.83718592
1/ 2/1998	18	3.06918286
7/ 2/1998	19	9.02753644
1/ 2/1999	20	2.48867340
7/ 2/1999	21	9.25026468
1/ 2/2000	22	2.26594515
7/ 2/2000	23	9.48619321
1/ 2/2001	24	2.03001663
7/ 2/2001	25	9.84278421
1/ 2/2002	26	1.67342563
7/ 2/2002	27	10.27063177
1/ 2/2003	28	1.24557806
7/ 2/2003	29	10.74375303
1/ 2/2004	30	0.77245681
7/ 2/2004	31	11.18287649
1/ 2/2005	32	0.33333334
7/ 2/2005	33	11.18287649
1/ 2/2006	34	0.33333334

Note: Rents 1-16 are in arrears
Rents 16-34 are in advance with rent
16 equal to 0

* as defined in paragraph 4.1 of the CSA

APPENDIX B TO LEASE
Basic Rents for Series B Units

Rental Date	Rent Number	Rent as Percentage of Purchase Price *
7/ 2/1989	0	0.00000000
1/ 2/1990	1	3.71549383
7/ 2/1990	2	5.62825870
1/ 2/1991	3	3.63170903
7/ 2/1991	4	5.71204350
1/ 2/1992	5	3.53952900
7/ 2/1992	6	5.80422353
1/ 2/1993	7	3.43811253
7/ 2/1993	8	5.90564000
1/ 2/1994	9	3.32653413
7/ 2/1994	10	6.01721840
1/ 2/1995	11	3.20377557
7/ 2/1995	12	6.13997696
1/ 2/1996	13	3.06871661
7/ 2/1996	14+15	6.27503592
1/ 2/1997	16	9.34375253
7/ 2/1997	17	2.61034571
1/ 2/1998	18	8.80979628
7/ 2/1998	19	2.32651368
1/ 2/1999	20	9.09362830
7/ 2/1999	21	2.13493258
1/ 2/2000	22	9.28520940
7/ 2/2000	23	1.93461212
1/ 2/2001	24	9.48552987
7/ 2/2001	25	1.72282936
1/ 2/2002	26	9.69731262
7/ 2/2002	27	1.49887933
1/ 2/2003	28	9.92126266
7/ 2/2003	29	1.26206196
1/ 2/2004	30	10.15808003
7/ 2/2004	31	0.96717705
1/ 2/2005	32	10.45296493
7/ 2/2005	33	0.50666041
1/ 2/2006	34	10.91348157

Note: Rents 1-14 are in arrears
Rents 15-34 are in advance
with rent 15 equal to 0

* as defined in paragraph 4.1 of the CSA.

APPENDIX B TO LEASE
Basic Rents for Series C Units

Rental Date -----	Rent Number -----	Rent as Percentage of Purchase Price * -----
1/ 2/1990	0	0.00000000
7/ 2/1990	1	3.52562312
1/ 2/1991	2	5.38644387
7/ 2/1991	3	8.91206699
1/ 2/1992	4	0.00000000
7/ 2/1992	5	6.87394346
1/ 2/1993	6	2.03812353
7/ 2/1993	7	3.31624091
1/ 2/1994	8	5.59582609
7/ 2/1994	9	3.20639550
1/ 2/1995	10	5.70567149
7/ 2/1995	11	3.08634546
1/ 2/1996	12	5.82572153
7/ 2/1996	13	2.95514277
1/ 2/1997	14	5.95692422
7/ 2/1997	15	8.91206699
1/ 2/1998	16+17	4.30519012
7/ 2/1998	18	6.58733620
1/ 2/1999	19	4.66456930
7/ 2/1999	20	6.22795702
1/ 2/2000	21	9.01346032
7/ 2/2000	22	1.87906601
1/ 2/2001	23	9.22630498
7/ 2/2001	24	1.66622134
1/ 2/2002	25	9.52923761
7/ 2/2002	26	1.36328871
1/ 2/2003	27	9.77507065
7/ 2/2003	28	1.11745567
1/ 2/2004	29	10.08029806
7/ 2/2004	30	0.81222826
1/ 2/2005	31	10.52669674
7/ 2/2005	32	0.36582958
1/ 2/2006	33	10.89252632
7/ 2/2006	34	0.00000000

Note: Rents 1-16 are in arrears
Rents 17-34 are in advance with rent
17 equal to 0

* as defined in paragraph 4.1 of the CSA.

APPENDIX C TO LEASE
CASUALTY VALUES

SERIES A EQUIPMENT

Casualty Payment Dates *	Percentage of Purchase Price *
2 JUL 1989	109.24166660
2 AUG 1989	110.13795777
2 SEP 1989	111.03565893
2 OCT 1989	111.90728237
2 NOV 1989	112.78016211
2 DEC 1989	113.65430597
2 JAN 1990	114.50222533
2 FEB 1990	115.05494641
2 MAR 1990	115.94234705
2 APR 1990	116.80360578
2 MAY 1990	117.66605623
2 JUN 1990	118.52970582
2 JUL 1990	119.39456201
2 AUG 1990	111.10432108
2 SEP 1990	111.90390272
2 OCT 1990	112.68791059
2 NOV 1990	113.47262882
2 DEC 1990	114.25806186
2 JAN 1991	115.02783297
2 FEB 1991	115.50191886
2 MAR 1991	116.31019435
2 APR 1991	117.10295023
2 MAY 1991	117.89647100
2 JUN 1991	118.69076141
2 JUL 1991	119.48582626
2 AUG 1991	111.13020189
2 SEP 1991	111.86399268
2 OCT 1991	112.58664254
2 NOV 1991	113.30962046
2 DEC 1991	114.03292848
2 JAN 1992	114.74503024
2 FEB 1992	115.16108746
2 MAR 1992	115.91097270
2 APR 1992	116.64981728
2 MAY 1992	117.38909083
2 JUN 1992	118.12879602
2 JUL 1992	118.86893552
2 AUG 1992	110.47551657
2 SEP 1992	111.17164870
2 OCT 1992	111.86237555
2 NOV 1992	112.55360295
2 DEC 1992	113.24533402
2 JAN 1993	113.93163238

APPENDIX C TO LEASE
CASUALTY VALUES

SERIES A EQUIPMENT

Casualty Payment Dates *	Percentage of Purchase Price *
2 FEB 1993	110.95604756
2 MAR 1993	111.64329479
2 APR 1993	112.32508138
2 MAY 1993	113.00731282
2 JUN 1993	113.68999188
2 JUL 1993	114.37312134
2 AUG 1993	109.27265426
2 SEP 1993	109.93259662
2 OCT 1993	110.58658204
2 NOV 1993	111.24094500
2 DEC 1993	111.89568786
2 JAN 1994	112.54444138
2 FEB 1994	109.63318487
2 MAR 1994	110.28263043
2 APR 1994	110.92605365
2 MAY 1994	111.56978860
2 JUN 1994	112.21383723
2 JUL 1994	112.85820149
2 AUG 1994	107.61545564
2 SEP 1994	108.23498602
2 OCT 1994	108.84875596
2 NOV 1994	109.46276944
2 DEC 1994	110.07702798
2 JAN 1995	110.68549324
2 FEB 1995	107.84606629
2 MAR 1995	108.45495384
2 APR 1995	109.05801464
2 MAY 1995	109.66125226
2 JUN 1995	110.26466779
2 JUL 1995	110.86826234
2 AUG 1995	105.47272761
2 SEP 1995	106.05159708
2 OCT 1995	106.62683184
2 NOV 1995	107.20219832
2 DEC 1995	107.77769734
2 JAN 1996	108.34954064
2 FEB 1996	105.59692547
2 MAR 1996	106.16899064
2 APR 1996	106.73737869
2 MAY 1996	107.30585581
2 JUN 1996	107.87442254
2 JUL 1996	108.44307944
2 AUG 1996	102.75282934

APPENDIX C TO LEASE
CASUALTY VALUES

SERIES A EQUIPMENT

Casualty Payment Dates *	Percentage of Purchase Price *
2 SEP 1996	103.30273166
2 OCT 1996	103.85820641
2 NOV 1996	104.41384189
2 DEC 1996	104.96963911
2 JAN 1997	105.53104549
2 FEB 1997	98.06859334
2 MAR 1997	98.59014827
2 APR 1997	99.11734977
2 MAY 1997	99.64478662
2 JUN 1997	100.17246029
2 JUL 1997	100.70037226
2 AUG 1997	89.31818055
2 SEP 1997	89.77316590
2 OCT 1997	90.23119800
2 NOV 1997	90.68923010
2 DEC 1997	91.14726220
2 JAN 1998	91.61182208
2 FEB 1998	89.00401595
2 MAR 1998	89.46541352
2 APR 1998	89.93335984
2 MAY 1998	90.40136793
2 JUN 1998	90.86943819
2 JUL 1998	91.33757098
2 AUG 1998	82.72913558
2 SEP 1998	83.14826355
2 OCT 1998	83.57277326
2 NOV 1998	83.99734360
2 DEC 1998	84.42197496
2 JAN 1999	84.85202235
2 FEB 1999	82.79349148
2 MAR 1999	83.22372973
2 APR 1999	83.65941896
2 MAY 1999	84.09523848
2 JUN 1999	84.53118910
2 JUL 1999	84.96727164
2 AUG 1999	76.09850497
2 SEP 1999	76.48002691
2 OCT 1999	76.86736987
2 NOV 1999	77.25477318
2 DEC 1999	77.64223722
2 JAN 2000	78.03555931
2 FEB 2000	76.16303384
2 MAR 2000	76.55655175

APPENDIX C TO LEASE
CASUALTY VALUES

SERIES A EQUIPMENT

Casualty Payment Dates *	Percentage of Purchase Price *
2 APR 2000	76.95596542
2 MAY 2000	77.35551465
2 JUN 2000	77.75520029
2 JUL 2000	78.15502318
2 AUG 2000	69.01048764
2 SEP 2000	69.35216599
2 OCT 2000	69.70024424
2 NOV 2000	70.04838319
2 DEC 2000	70.39658322
2 JAN 2001	70.75122377
2 FEB 2001	69.07594928
2 MAR 2001	69.43079365
2 APR 2001	69.79211994
2 MAY 2001	70.15358948
2 JUN 2001	70.51520317
2 JUL 2001	70.87696189
2 AUG 2001	61.33687207
2 SEP 2001	61.63971469
2 OCT 2001	61.95012336
2 NOV 2001	62.26072834
2 DEC 2001	62.57153083
2 JAN 2002	62.88994898
2 FEB 2002	61.53518771
2 MAR 2002	61.85409981
2 APR 2002	62.18067809
2 MAY 2002	62.50755342
2 JUN 2002	62.83472765
2 JUL 2002	63.16220265
2 AUG 2002	53.15540687
2 SEP 2002	53.41959328
2 OCT 2002	53.69233043
2 NOV 2002	53.96547348
2 DEC 2002	54.23902493
2 JAN 2003	54.52118549
2 FEB 2003	53.55823258
2 MAR 2003	53.84132523
2 APR 2003	54.13308643
2 MAY 2003	54.42537205
2 JUN 2003	54.71818536
2 JUL 2003	55.01152964
2 AUG 2003	44.49104799
2 SEP 2003	44.71490836
2 OCT 2003	44.94843959

APPENDIX C TO LEASE
CASUALTY VALUES

SERIES A EQUIPMENT

Casualty Payment Dates *	Percentage of Purchase Price *
2 NOV 2003	45.18262375
2 DEC 2003	45.41746491
2 JAN 2004	45.66204535
2 FEB 2004	45.13489076
2 MAR 2004	45.38091924
2 APR 2004	45.63675671
2 MAY 2004	45.89338610
2 JUN 2004	46.15081233
2 JUL 2004	46.40904038
2 AUG 2004	35.40792056
2 SEP 2004	35.59054648
2 OCT 2004	35.78409434
2 NOV 2004	35.97858492
2 DEC 2004	36.17402410
2 JAN 2005	36.38046505
2 FEB 2005	36.25392707
2 MAR 2005	36.46175187
2 APR 2005	36.68065978
2 MAY 2005	36.90067260
2 JUN 2005	37.12179721
2 JUL 2005	37.34404054
2 AUG 2005	26.29366674
2 SEP 2005	26.42699503
2 OCT 2005	26.57181252
2 NOV 2005	26.71753235
2 DEC 2005	26.86416014
2 JAN 2006	27.02235999
2 FEB 2006	26.84486445
2 MAR 2006	27.00167325
2 APR 2006	27.17011755
2 MAY 2006	27.33961141
2 JUN 2006	27.51016137
2 JUL 2006	27.68177400

* As defined in paragraph 4.1 of the CSA.

APPENDIX C TO LEASE
Casualty Values

Series B Equipment

Casualty Payment Dates *	Percentage of Purchase Price *
2 JUL 1989	104.55546140
2 AUG 1989	105.57340890
2 SEP 1989	106.59458776
2 OCT 1989	107.59329049
2 NOV 1989	108.59506861
2 DEC 1989	109.59994704
2 JAN 1990	110.58221724
2 FEB 1990	107.85193580
2 MAR 1990	108.84011425
2 APR 1990	109.82270489
2 MAY 1990	110.77775904
2 JUN 1990	111.73553482
2 JUL 1990	112.66557299
2 AUG 1990	107.95253143
2 SEP 1990	108.87026050
2 OCT 1990	109.76004057
2 NOV 1990	110.65212641
2 DEC 1990	111.54653671
2 JAN 1991	112.41280901
2 FEB 1991	109.64948753
2 MAR 1991	110.52000746
2 APR 1991	111.37912982
2 MAY 1991	112.21939853
2 JUN 1991	113.06157172
2 JUL 1991	113.88475388
2 AUG 1991	108.97891944
2 SEP 1991	109.78688146
2 OCT 1991	110.57569969
2 NOV 1991	111.36612993
2 DEC 1991	112.15818525
2 JAN 1992	112.93096786
2 FEB 1992	110.16570351
2 MAR 1992	110.94146223
2 APR 1992	111.70943335
2 MAY 1992	112.46485890
2 JUN 1992	113.22162582
2 JUL 1992	113.96575637
2 AUG 1992	108.88663469
2 SEP 1992	109.61296914
2 OCT 1992	110.32655755
2 NOV 1992	111.04128525
2 DEC 1992	111.75716147
2 JAN 1993	112.46020689

APPENDIX C TO LEASE
Casualty Values

Series B Equipment

Casualty Payment Dates *	Percentage of Purchase Price *
2 FEB 1993	109.72619361
2 MAR 1993	110.43135524
2 APR 1993	111.13137070
2 MAY 1993	111.82346636
2 JUN 1993	112.51652712
2 JUL 1993	113.20161172
2 AUG 1993	107.95999242
2 SEP 1993	108.62490138
2 OCT 1993	109.28175675
2 NOV 1993	109.93944232
2 DEC 1993	110.59796480
2 JAN 1994	111.24838193
2 FEB 1994	108.57304295
2 MAR 1994	109.22502242
2 APR 1994	109.87381520
2 MAY 1994	110.51472185
2 JUN 1994	111.15632944
2 JUL 1994	111.78999266
2 AUG 1994	106.38324418
2 SEP 1994	106.99433418
2 OCT 1994	107.59739829
2 NOV 1994	108.20102246
2 DEC 1994	108.80521121
2 JAN 1995	109.40131816
2 FEB 1995	106.79415320
2 MAR 1995	107.39127155
2 APR 1995	107.98505689
2 MAY 1995	108.57100406
2 JUN 1995	109.15737255
2 JUL 1995	109.73584275
2 AUG 1995	104.14881111
2 SEP 1995	104.70209272
2 OCT 1995	105.24739032
2 NOV 1995	105.79296222
2 DEC 1995	106.33881065
2 JAN 1996	106.87661483
2 FEB 1996	104.34591597
2 MAR 1996	104.88414902
2 APR 1996	105.41889999
2 MAY 1996	105.94795942
2 JUN 1996	106.47716154
2 JUL 1996	107.00062713
2 AUG 1996	101.22101308

APPENDIX C TO LEASE

Casualty Values

Series B Equipment

Casualty Payment Dates *	Percentage of Purchase Price *
2 SEP 1996	101.71650574
2 OCT 1996	102.20618939
2 NOV 1996	102.69589732
2 DEC 1996	103.18562973
2 JAN 1997	103.67231718
2 FEB 1997	94.76362227
2 MAR 1997	95.19867989
2 APR 1997	95.63373750
2 MAY 1997	96.06879512
2 JUN 1997	96.50385274
2 JUL 1997	96.94744718
2 AUG 1997	94.78076510
2 SEP 1997	95.22449847
2 OCT 1997	95.67697058
2 NOV 1997	96.12958383
2 DEC 1997	96.58233937
2 JAN 1998	97.04390676
2 FEB 1998	88.64108725
2 MAR 1998	89.04821982
2 APR 1998	89.45936210
2 MAY 1998	89.87902845
2 JUN 1998	90.29895345
2 JUL 1998	90.72747372
2 AUG 1998	88.82981072
2 SEP 1998	89.25899449
2 OCT 1998	89.69684856
2 NOV 1998	90.13510869
2 DEC 1998	90.57377818
2 JAN 1999	91.02119484
2 FEB 1999	82.30221041
2 MAR 1999	82.67700683
2 APR 1999	83.05566125
2 MAY 1999	83.44347096
2 JUN 1999	83.83153992
2 JUL 1999	84.22884046
2 AUG 1999	82.49154460
2 SEP 1999	82.88952021
2 OCT 1999	83.29680770
2 NOV 1999	83.70451230
2 DEC 1999	84.11263740
2 JAN 2000	84.53015664
2 FEB 2000	75.58532280
2 MAR 2000	75.92584376

APPENDIX C TO LEASE

Casualty Values

Series B Equipment

Casualty Payment Dates *	Percentage of Purchase Price *
2 APR 2000	76.27049807
2 MAY 2000	76.62482611
2 JUN 2000	76.97941264
2 JUL 2000	77.34375340
2 AUG 2000	75.77382168
2 SEP 2000	76.13884446
2 OCT 2000	76.51370607
2 NOV 2000	76.88899257
2 DEC 2000	77.26470742
2 JAN 2001	77.65034774
2 FEB 2001	68.46900329
2 MAR 2001	68.77332687
2 APR 2001	69.08200913
2 MAY 2001	69.40091005
2 JUN 2001	69.72006840
2 JUL 2001	70.04953031
2 AUG 2001	68.65650589
2 SEP 2001	68.98665663
2 OCT 2001	69.32720002
2 NOV 2001	69.66817625
2 DEC 2001	70.00958882
2 JAN 2002	70.36148532
2 FEB 2002	60.93006162
2 MAR 2002	61.19608082
2 APR 2002	61.46669540
2 MAY 2002	61.74810456
2 JUN 2002	62.02976979
2 JUL 2002	62.32231918
2 AUG 2002	61.11633560
2 SEP 2002	61.40958053
2 OCT 2002	61.71380346
2 NOV 2002	62.01846736
2 DEC 2002	62.32357581
2 JAN 2003	62.63975842
2 FEB 2003	52.94385641
2 MAR 2003	53.16933877
2 APR 2003	53.39966649
2 MAY 2003	53.64139756
2 JUN 2003	53.88338301
2 JUL 2003	54.13686630
2 AUG 2003	53.12863726
2 SEP 2003	53.38282265
2 OCT 2003	53.64860474

APPENDIX C TO LEASE
Casualty Values

Series B Equipment

Casualty Payment Dates *	Percentage of Purchase Price *
2 NOV 2003	53.91483615
2 DEC 2003	54.18152052
2 JAN 2004	54.45990290
2 FEB 2004	44.48934293
2 MAR 2004	44.67707634
2 APR 2004	44.87002099
2 MAY 2004	45.07517414
2 JUN 2004	45.28068355
2 JUL 2004	45.49850329
2 AUG 2004	44.74960489
2 SEP 2004	44.96834619
2 OCT 2004	45.19950506
2 NOV 2004	45.43123096
2 DEC 2004	45.66352849
2 JAN 2005	45.90835346
2 FEB 2005	35.62001257
2 MAR 2005	35.78528645
2 APR 2005	35.95652708
2 MAY 2005	36.14143018
2 JUN 2005	36.32714748
2 JUL 2005	36.52664458
2 AUG 2005	36.22041375
2 SEP 2005	36.42178337
2 OCT 2005	36.63705964
2 NOV 2005	36.85339629
2 DEC 2005	37.07080189
2 JAN 2006	37.30224412
2 FEB 2006	26.53282682
2 MAR 2006	26.67805871
2 APR 2006	26.83022721
2 MAY 2006	27.03477414
2 JUN 2006	27.24097888
2 JUL 2006	27.49999999

* As defined in Paragraph 4.1 of the CSA.

APPENDIX C TO LEASE

Casualty Values

Series C Equipment

Casualty Payment Dates	Percentage of Purchase Price *
2 JAN 1990	104.64689827
2 FEB 1990	105.46644769
2 MAR 1990	106.28735332
2 APR 1990	107.10476885
2 MAY 1990	107.90610205
2 JUN 1990	108.70867332
2 JUL 1990	109.49506599
2 AUG 1990	106.75832333
2 SEP 1990	107.54836111
2 OCT 1990	108.32213898
2 NOV 1990	109.09697621
2 DEC 1990	109.87287966
2 JAN 1991	110.63243154
2 FEB 1991	105.98956715
2 MAR 1991	106.73401011
2 APR 1991	107.47157786
2 MAY 1991	108.19785051
2 JUN 1991	108.92487441
2 JUL 1991	109.64053483
2 AUG 1991	101.39322518
2 SEP 1991	102.05833479
2 OCT 1991	102.71167937
2 NOV 1991	103.36530219
2 DEC 1991	104.01920507
2 JAN 1992	104.66127023
2 FEB 1992	105.33953312
2 MAR 1992	106.01823588
2 APR 1992	106.69199487
2 MAY 1992	107.35777114
2 JUN 1992	108.02390629
2 JUL 1992	108.68200928
2 AUG 1992	102.43492089
2 SEP 1992	103.06188241
2 OCT 1992	103.68055769
2 NOV 1992	104.29928637
2 DEC 1992	104.91806878
2 JAN 1993	105.52851191
2 FEB 1993	104.13617312
2 MAR 1993	104.78265367
2 APR 1993	105.42610415
2 MAY 1993	106.06516650
2 JUN 1993	106.70488106

APPENDIX C TO LEASE
Casualty Values

Series C Equipment

Casualty Payment Dates	Percentage of Purchase Price *
2 JUL 1993	107.34018325
2 AUG 1993	104.65903486
2 SEP 1993	105.29475384
2 OCT 1993	105.92603454
2 NOV 1993	106.55791697
2 DEC 1993	107.19040505
2 JAN 1994	107.81843389
2 FEB 1994	102.83290972
2 MAR 1994	103.44379605
2 APR 1994	104.05301778
2 MAY 1994	104.65792902
2 JUN 1994	105.26338971
2 JUL 1994	105.86451551
2 AUG 1994	103.25893321
2 SEP 1994	103.86026928
2 OCT 1994	104.45724371
2 NOV 1994	105.05471611
2 DEC 1994	105.65268972
2 JAN 1995	106.24627987
2 FEB 1995	101.11466622
2 MAR 1995	101.68920317
2 APR 1995	102.26204994
2 MAY 1995	102.83066047
2 JUN 1995	103.39971478
2 JUL 1995	103.96450826
2 AUG 1995	101.44253782
2 SEP 1995	102.00732914
2 OCT 1995	102.56783199
2 NOV 1995	103.12872602
2 DEC 1995	103.69001380
2 JAN 1996	104.24699037
2 FEB 1996	98.95674661
2 MAR 1996	99.49259511
2 APR 1996	100.02672450
2 MAY 1996	100.56006022
2 JUN 1996	101.09375275
2 JUL 1996	101.62664878
2 AUG 1996	99.20391851
2 SEP 1996	99.73668185
2 OCT 1996	100.26864264
2 NOV 1996	100.80095135
2 DEC 1996	101.33361021

APPENDIX C TO LEASE
Casualty Values

Series C Equipment

Casualty Payment Dates	Percentage of Purchase Price *
2 JAN 1997	101.86546585
2 FEB 1997	96.41684592
2 MAR 1997	96.92549969
2 APR 1997	97.43399158
2 MAY 1997	97.94547535
2 JUN 1997	98.45732922
2 JUL 1997	98.97219677
2 AUG 1997	90.52668675
2 SEP 1997	90.99361336
2 OCT 1997	91.46355319
2 NOV 1997	91.93388460
2 DEC 1997	92.40461012
2 JAN 1998	92.87837351
2 FEB 1998	89.02920498
2 MAR 1998	89.48552788
2 APR 1998	89.94332790
2 MAY 1998	90.40589336
2 JUN 1998	90.86880258
2 JUL 1998	91.33651037
2 AUG 1998	85.18528640
2 SEP 1998	85.62177818
2 OCT 1998	86.06310457
2 NOV 1998	86.50484432
2 DEC 1998	86.94700012
2 JAN 1999	87.39402726
2 FEB 1999	83.15336053
2 MAR 1999	83.57756345
2 APR 1999	84.00404761
2 MAY 1999	84.43558408
2 JUN 1999	84.86747043
2 JUL 1999	85.30444413
2 AUG 1999	79.48317033
2 SEP 1999	79.89024120
2 OCT 1999	80.30243742
2 NOV 1999	80.71505703
2 DEC 1999	81.12810277
2 JAN 2000	81.54631262
2 FEB 2000	72.89249255
2 MAR 2000	73.25243415
2 APR 2000	73.61478358
2 MAY 2000	73.98262980
2 JUN 2000	74.35083058

APPENDIX C TO LEASE
Casualty Values

Series C Equipment

Casualty Payment Dates	Percentage of Purchase Price *
2 JUL 2000	74.72456610
2 AUG 2000	73.21962838
2 SEP 2000	73.59415197
2 OCT 2000	73.97425131
2 NOV 2000	74.35478468
2 DEC 2000	74.73575491
2 JAN 2001	75.12234270
2 FEB 2001	66.22045601
2 MAR 2001	66.54517729
2 APR 2001	66.87250479
2 MAY 2001	67.20565197
2 JUN 2001	67.53915875
2 JUL 2001	67.87852530
2 AUG 2001	66.55207043
2 SEP 2001	66.89223944
2 OCT 2001	67.23831142
2 NOV 2001	67.58482682
2 DEC 2001	67.93178852
2 JAN 2002	68.28469725
2 FEB 2002	59.04518628
2 MAR 2002	59.33531837
2 APR 2002	59.62830200
2 MAY 2002	59.92766513
2 JUN 2002	60.22749619
2 JUL 2002	60.53375115
2 AUG 2002	59.47723004
2 SEP 2002	59.78451359
2 OCT 2002	60.09826939
2 NOV 2002	60.41258647
2 DEC 2002	60.72746847
2 JAN 2003	61.04887199
2 FEB 2003	51.52418989
2 MAR 2003	51.77499448
2 APR 2003	52.02886354
2 MAY 2003	52.28949400
2 JUN 2003	52.55060692
2 JUL 2003	52.81852821
2 AUG 2003	51.96952358
2 SEP 2003	52.23850780
2 OCT 2003	52.51435145
2 NOV 2003	52.79077623
2 DEC 2003	53.06778591

APPENDIX C TO LEASE
Casualty Values

Series C Equipment

Casualty Payment Dates	Percentage of Purchase Price *
2 JAN 2004	53.35170706
2 FEB 2004	43.48158895
2 MAR 2004	43.69225408
2 APR 2004	43.90621768
2 MAY 2004	44.12747246
2 JUN 2004	44.34928426
2 JUL 2004	44.57843814
2 AUG 2004	43.99597200
2 SEP 2004	44.22634633
2 OCT 2004	44.46411827
2 NOV 2004	44.70255435
2 DEC 2004	44.94165889
2 JAN 2005	45.18821767
2 FEB 2005	34.83337746
2 MAR 2005	35.00595316
2 APR 2005	35.18226667
2 MAY 2005	35.36678030
2 JUN 2005	35.55209519
2 JUL 2005	35.74566856
2 AUG 2005	35.57427239
2 SEP 2005	35.76957139
2 OCT 2005	35.97319364
2 NOV 2005	36.17774108
2 DEC 2005	36.38321972
2 JAN 2006	36.59708763
2 FEB 2006	25.83239885
2 MAR 2006	25.96106551
2 APR 2006	26.09387869
2 MAY 2006	26.23555566
2 JUN 2006	26.37815151
2 JUL 2006	26.52967459
2 AUG 2006	26.68218043
2 SEP 2006	26.83567537
2 OCT 2006	26.99816825
2 NOV 2006	27.16171502
2 DEC 2006	27.32632251
2 JAN 2007	27.50000000

* As defined in paragraph 4.1 of the CSA